

Ros-Lehtinen	Smith (WA)	Upton
Roukema	Solomon	Vucanovich
Royce	Souder	Waldholtz
Salmon	Spence	Walker
Sanford	Stearns	Walsh
Saxton	Stenholm	Wamp
Scarborough	Stockman	Watts (OK)
Schaefer	Stump	Weldon (FL)
Schiff	Talent	Weller
Seastrand	Tate	White
Sensenbrenner	Tauzin	Whitfield
Shadegg	Taylor (MS)	Wicker
Shaw	Taylor (NC)	Wolf
Shays	Tejeda	Young (AK)
Shuster	Thomas	Young (FL)
Skeen	Thornberry	Zeliff
Smith (MI)	Tiaht	Zimmer
Smith (NJ)	Torkildsen	
Smith (TX)	Traficant	

NOT VOTING—13

Becerra	Gibbons	Pelosi
Bunning	Hefner	Rangel
Coburn	McDade	Roth
Coleman	McIntosh	
Condit	Miller (CA)	

So the amendment to the amendment was not agreed to.

§38.15 RECORDED VOTE

A recorded vote by electronic device was ordered in the Committee of the Whole on the foregoing amendment submitted by Mr. MCHALE.

It was decided in the { Yeas ..... 115  
negative ..... } Nays ..... 306

§38.16 [Roll No. 202]  
AYES—115

Andrews	Gilman	Obey
Baker (CA)	Gonzalez	Orton
Barrett (WI)	Goodlatte	Pallone
Bateman	Gordon	Parker
Beilenson	Goss	Peterson (FL)
Bentsen	Green	Petri
Bevill	Greenwood	Pomeroy
Bilbray	Gutknecht	Porter
Bishop	Hall (OH)	Rahall
Blute	Harman	Ros-Lehtinen
Boucher	Herger	Ruf
Brown (OH)	Hoke	Sanford
Chenoweth	Holden	Sawyer
Combest	Horn	Scarborough
Coyne	Inglis	Schumer
Cramer	Jefferson	Shadegg
Crapo	Johnston	Sisisky
Davis	Kanjorski	Smith (MI)
DeLay	Kaptur	Souder
Deutsch	Kelly	Spence
Diaz-Balart	Klink	Stark
Dingell	Kolbe	Stenholm
Dooley	Latham	Studds
Doolittle	Lazio	Taylor (MS)
Doyle	Levin	Torkildsen
Duncan	Lincoln	Torricelli
Engel	Luther	Traficant
English	Manton	Tucker
Ensign	Mascara	Upton
Fazio	McCollum	Visclosky
Foglietta	McHale	Vucanovich
Forbes	McKinney	Waldholtz
Fowler	Meek	Weldon (FL)
Fox	Meyers	Weldon (PA)
Frank (MA)	Mineta	Wicker
Franks (NJ)	Mollohan	Wise
Gejdenson	Montgomery	Zimmer
Gephardt	Moran	
Gilchrest	Murtha	

NOES—306

Abercrombie	Bereuter	Bryant (TX)
Ackerman	Berman	Bunn
Allard	Billirakis	Burr
Archer	Bliley	Burton
Armey	Boehlert	Buyer
Bachus	Boehner	Callahan
Baessler	Bonilla	Calvert
Baker (LA)	Bonior	Camp
Baldacci	Bono	Canady
Ballenger	Borski	Cardin
Barcia	Brewster	Castle
Barr	Browder	Chabot
Barrett (NE)	Brown (CA)	Chambliss
Bartlett	Brown (FL)	Chapman
Barton	Brownback	Christensen
Bass	Bryant (TN)	Chrysler

Clay	Istook	Poshard
Clayton	Jackson-Lee	Pryce
Clement	Jacobs	Quillen
Clinger	Johnson (CT)	Quinn
Clyburn	Johnson (SD)	Radanovich
Coble	Johnson, E. B.	Ramstad
Collins (GA)	Johnson, Sam	Reed
Collins (IL)	Jones	Regula
Collins (MI)	Kasich	Reynolds
Conyers	Kennedy (MA)	Richardson
Cooley	Kennedy (RI)	Riggs
Costello	Kennelly	Rivers
Cox	Kildee	Roberts
Crane	Kim	Roemer
Creameans	King	Rogers
Cubin	Kingston	Rohrabacher
Cunningham	Klecza	Rose
Danner	Klug	Roukema
de la Garza	Knollenberg	Roybal-Allard
Deal	LaFalce	Royce
DeFazio	LaHood	Sabo
DeLauro	Lantos	Salmon
Dellums	Largent	Sanders
Dickey	LaTourette	Saxton
Dicks	Laughlin	Schaefer
Dixon	Leach	Schiff
Doggett	Lewis (CA)	Schroeder
Dornan	Lewis (KY)	Scott
Dreier	Lewis (KY)	Seastrand
Dunn	Lightfoot	Sensenbrenner
Durbin	Linder	Serrano
Edwards	Lipinski	Shaw
Ehlers	Livingston	Shays
Ehrlich	LoBiondo	Shuster
Emerson	Lofgren	Skaggs
Eshoo	Longley	Skeen
Evans	Lowe	Skelton
Everett	Lucas	Slaughter
Ewing	Maloney	Smith (NJ)
Farr	Manzullo	Smith (TX)
Fattah	Markey	Smith (WA)
Fawell	Martinez	Solomon
Fields (LA)	Martini	Spratt
Fields (TX)	Matsui	Stearns
Filner	McCarthy	Stockman
Flake	McCrery	Stokes
Flanagan	McDermott	Stump
Foley	McHugh	Stupak
Ford	McInnis	Talent
Franks (CT)	McKeon	Tanner
Frelinghuysen	McNulty	Tate
Frisa	Meehan	Tauzin
Frost	Menendez	Taylor (NC)
Funderburk	Metcalfe	Tejeda
Furse	Mfume	Thomas
Galleghy	Mica	Thompson
Ganske	Miller (FL)	Thornberry
Gekas	Minge	Thornton
Geren	Mink	Thurman
Gillmor	Moakley	Tiaht
Goodling	Molinari	Torres
Graham	Moorhead	Towns
Gunderson	Morella	Velazquez
Gutierrez	Myers	Vento
Hall (TX)	Myrick	Volkmer
Hamilton	Nadler	Walker
Hancock	Neal	Walsh
Hansen	Nethercutt	Wamp
Hastert	Neumann	Ward
Hastings (FL)	Ney	Waters
Hastings (WA)	Norwood	Watt (NC)
Hayes	Nussle	Watts (OK)
Hayworth	Oberstar	Waxman
Hefley	Olver	Weller
Heineman	Ortiz	White
Hilleary	Owens	Whitfield
Hilliard	Oxley	Williams
Hinchey	Packard	Wilson
Hobson	Pastor	Wolf
Hoekstra	Paxon	Woolsey
Hostettler	Payne (NJ)	Wyden
Houghton	Payne (VA)	Wynn
Hoyer	Peterson (MN)	Yates
Hunter	Pickett	Young (AK)
Hutchinson	Pombo	Young (FL)
Hyde	Portman	Zeliff

NOT VOTING—13

Becerra	Gibbons	Pelosi
Bunning	Hefner	Rangel
Coburn	McDade	Roth
Coleman	McIntosh	
Condit	Miller (CA)	

So the amendment was not agreed to.  
After some further time,

§38.17 RECORDED VOTE

A recorded vote by electronic device was ordered in the Committee of the

Whole on the following amendment submitted by Mr. HOKE:

Page 6, after line 24 (after section 4) insert the following:

SEC. 5. CONTINGENT FEES OF ATTORNEYS.

(a) IN GENERAL.—Part III of title 28, United States Code, is amended by adding at the end the following new chapter:

“CHAPTER 80—CONTINGENT FEES OF ATTORNEYS

“1051. Limitations on contingent fees.

“1052. Definition of qualifying settlement offer.

“§ 1051. Limitations on contingent fees

“(a) EFFECT OF QUALIFYING SETTLEMENT OFFER.—In any Federal civil action (except an action for the protection of civil rights, including the right to vote) in which a monetary recovery is sought, the compensation to the attorney representing a plaintiff—

“(1) shall, if a qualifying settlement offer is made to and accepted by that plaintiff not exceed the lesser of—

“(A) the sum of—

“(i) a reasonable hourly rate, previously agreed upon by the attorney and the plaintiff, for legal work actually performed; and

“(ii) actual expenses of the attorney in the action; or

“(B) 10 percent of the amount of the accepted qualifying settlement offer; and

“(2) shall, if no qualifying settlement offer is accepted by that plaintiff, not exceed the sum of—

“(A) that portion not greater than 33 percent, agreed upon by the attorney and the plaintiff before trial, of the amount by which the final recovery in the action exceeds the amount of the final qualifying settlement offer;

“(B) a reasonable hourly rate, previously agreed upon by the attorney and the plaintiff, for legal work actually performed before the final qualifying settlement offer is made; and

“(C) actual expenses of the attorney in the action.

“§ 1052. Definition of qualifying settlement offer

“For the purposes of this chapter a qualifying settlement offer is an offer by all defendants—

“(1) to settle all claims against the defendants in the pending action; and

“(2) made not later than 60 days after the date of initial contact in writing between the attorneys for the parties notifying the defendant of the claim against the defendant.”.

(b) CLERICAL AMENDMENT.—The table of chapters for part III of title 28, United States Code, is amended by adding at the end the following new item:

“80. Contingent Fees of Attorneys ..... 1051”.

Redesignate succeeding sections accordingly.

It was decided in the { Yeas ..... 71  
negative ..... } Nays ..... 347

§38.18 [Roll No. 203]  
AYES—71

Allard	Collins (GA)	Horn
Armey	Combest	Inglis
Baker (CA)	Cox	Jacobs
Ballenger	Creameans	Kelly
Barton	Cubin	Kolbe
Bereuter	DeLay	Lewis (KY)
Bilbray	Dornan	Lightfoot
Boehner	Dunn	Martinez
Bonilla	Flanagan	McHugh
Bono	Gunderson	McInnis
Brownback	Gutknecht	McIntosh
Bryant (TN)	Hancock	Metcalfe
Burr	Hayworth	Mica
Christensen	Hefley	Myrick
Chrysler	Herger	Norwood
Coburn	Hoke	Parker